

Joshua Ezrin (State Bar No. 220157)
EZRIN LAW
345 Franklin Street, Suite 101
San Francisco, CA 94012
Telephone: 415-692-6549
Facsimile: 415-634-1396
josh@ezrinlaw.com

Conor Granahan (State Bar No. 240756)
GRANAHAN LAW, P.C.
235 Montgomery Street, Suite 440
San Francisco, California 94104
Telephone: 415-830-3325
Facsimile: 415-504-1957
conor@granahanlegal.com

Attorneys for Plaintiffs

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

10/18/2023
Clerk of the Court
BY: AUSTIN LAM
Deputy Clerk

CGC-23-609842

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO, UNLIMITED JURISDICTION

FUAD AHMED, YULIYA BEKER, DARRYL
BELTON, DIANNE CONLEY, CHRISTY
DAVIS, THERESA DUNN, DARRYL HOUSE,
NANA INCOOM, JOVAAN JONES, GASHIYA
KESSELY, DEMORIO LEE, MAZIE LEWIS,
LAFAYE MAXIE, MARY MCKNEELY,
ROCKESHA NORRIS, SILVIO OCAMPO,
DEANA PEARSON, EBONY PENNY, ESTER
PORTILLO, CASSANDRA ROBERTSON,
ANTONE RUSHING, ELANDA RYLES,
RONNIKA SINGLETARY, TRACEY SPARKS,
MENTEWAB TEKEA, L'TANYA THOMPSON,
JOYCELIN TOBIAS, LATARSHA WALDRON,

Plaintiffs,

vs.

PLAZA EAST ASSOCIATES, L.P.,
MCCORMACK BARON MANAGEMENT, INC.,
JOHN STEWART COMPANY, and Does 1
through 50, inclusive,

Defendants.

Case No.

COMPLAINT FOR DAMAGES

1. Breach of Contract
2. Breach of the Implied Warranty of Habitability
3. Breach of the Statutory Warranty of Habitability
4. Breach of the Covenant of Quiet Enjoyment
5. Negligence
6. Negligent Violation of Statutory Duty
7. Intentional Infliction of Emotional Distress
8. Decrease in Services– Violation of San Francisco Administrative Code § 37.9, *et seq.*
9. Harassment - Violation of San Francisco Administrative Code § 37.10B, *et seq.*
10. Collection of Rent for Untenantable Dwelling

JURY TRIAL DEMANDED

COMES NOW, Plaintiffs Fuad Ahmed, Yuliya Beker, Darryl Belton, Dianne Conley, Christy Davis, Theresa Dunn, Darryl House, Nana Incoom, Jovaan Jones, Gashiya Kesselly, Demorio Lee, Mazie Lewis, LaFaye Maxie, Mary McKneely, Rockesha Norris, Silvio Ocampo, Deana Pearson, Ebony Penny, Ester Portillo, Cassandra Robertson, Antone Rushing, Elanda Ryles, Ronnika Singletary, Tracey Sparks, Mentewab Tekea, L'Tanya Thompson, Joycelin Tobias, and LaTarsha Waldron (collectively "Plaintiffs), allege as follows:

DEFENDANTS AND VENUE

1. Venue is proper because the acts and/or failures to act complained of herein occurred in, and the real property is located in, the City and County of San Francisco, State of California.

2. Defendant Plaza East Associates, L.P. ("Owner") is a limited partnership formed in California, LP File No. 200014600041. Defendant Plaza East is the owner of apartment complex spanning several blocks, called Plaza East Apartments and located at 1300 Buchanan Street in San Francisco, California, collectively called the ("Subject Premises.") Plaza East Associates, L.P. is Plaintiffs' landlord, and Plaintiffs are the tenants of Plaza East Associates, L.P., as "landlord" and "tenant" are defined under California common law, under California Code of Civil Procedure §1161, *et seq.*, under California Civil Code §1980.

3. Defendant McCormack Baron Management, Inc. ("MBM") is a Missouri corporation registered to do business in California under corporation number C1852940. MBM was the property manager of the Subject Premises from on or around September 19, 2000, until on or around May 27, 2021, and was the authorized agent of the Owner. Plaintiffs were the tenants of Defendant MBM, as "landlord" and "tenant" are defined under California common law, under California Code of Civil Procedure §1161, *et seq.*, under California Civil Code §1980.

4. Defendant John Stewart Company is a California corporation with its principal place of business located in San Francisco, California. John Stewart Company has been the property manager of the Subject Premises from on or around May 27, 2021 to the present. John Stewart Company was and is the authorized agent of the Owners. Plaintiff are the tenants of Defendant John Stewart Company, as "landlord" and "tenant" are defined under California common law, under California Code of Civil Procedure §1161, *et seq.*, under California Civil Code §1980.

1 5. Plaintiffs do not know the true names and/or capacities of Defendants sued herein as Does 1 through
2 50, inclusive, and therefore sue these Defendants by such fictitious names. Plaintiffs will seek leave to
3 amend this complaint to include the true names and capacities of these so named Doe Defendants when
4 their true names and capacities are ascertained. Plaintiffs are informed and believe, and thereon allege, that
5 each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged,
6 and that Plaintiffs' damages as herein alleged were proximately caused by those Defendants.

7 6. At all times mentioned herein, Plaintiffs are informed and believe and thereon allege that each of
8 the Defendants, including the Defendants sued as Does 1 through 50 herein, were acting within the scope
9 of their relationship with each other as the employer, employee, master, servant, and/or agent of the other,
10 and that all acts alleged herein were done within the scope of said relationship.

11 7. Plaintiffs are informed and believe and thereon allege that at all times relevant herein, each
12 employer of employees had advanced knowledge of the unfitness of the employee and employed them with
13 conscious disregard of the rights or safety of Plaintiff and others and authorized and/or ratified the wrongful
14 conduct and/or was personally guilty of oppression, fraud, or malice.

15 **PLAINTIFFS**

16 8. Plaintiffs Fuad Ahmed, Yuliya Beker, Darryl Belton, Dianne Conley, Christy Davis, Theresa Dunn,
17 Darryl House, Nana Incoom, Jovaan Jones, Gashiya Kesselly, Demorio Lee, Mazie Lewis, LaFaye Maxie,
18 Mary McKneely, Rockesha Norris, Silvio Ocampo, Deana Pearson, Ebony Penny, Ester Portillo,
19 Cassandra Robertson, Antone Rushing, Elanda Ryles, Ronnika Singletary, Tracey Sparks, Mentewab
20 Tekea, L'Tanya Thompson, Joycelin Tobias, and LaTarsha Waldron (collectively "Plaintiffs") are
21 individuals over the age of 18 and are residents of the City and County of San Francisco. Plaintiffs lived
22 in residential apartment units in Plaza East Apartments collectively called the "Units."

23 9. Fuad Ahmed has lived at the Plaza East Apartments since in or around 2013 pursuant to a lease
24 agreement. The address of his Unit is 1149 Laguna Street, San Francisco, CA 94115. Mr. Ahmed has
25 suffered and continues to suffer from substantial habitability defects, reduction in services, property
26 damage, and emotional distress, as described further herein.

27 10. Yulia Beker has lived at the Plaza East Apartments since in or around 2002 pursuant to a lease
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1 agreement. The address of her Unit is 638 Larch Way, San Francisco, CA 94115. Ms. Becker was relocated
2 to 638 Larch Way in or around February 2023. Ms. Becker has suffered and continues to suffer from
3 substantial habitability defects, reduction in services, safety threats, landlord harassment, property damage,
4 personal injury, and significant emotional distress, as described further herein.

5 11. Darryl Belton has lived at the Plaza East Apartments since 2001 pursuant to a written lease
6 agreement. The address of his unit is 1271 Eddy Street, San Francisco, CA 94115. Mr. Belton has at all
7 material times suffered and continues to suffer from substantial habitability defects, reductions in services,
8 property damage, and emotional distress, as described further herein.

9 12. Dianne Conley has lived at the Plaza East Apartments since 2000 pursuant to a written lease
10 agreement. The address of her unit is 1268 Buchanan Street, San Francisco, CA 94115. Ms. Conley has at
11 all material times suffered and continues to suffer from substantial habitability defects, reductions in
12 services, security concerns, health issues, landlord harassment, property damage, and significant emotional
13 distress, as described further herein.

14 13. Christy Davis has lived at the Plaza East Apartments since 2017 pursuant to a written lease
15 agreement. The address of her unit is 610 Larch Way, San Francisco, CA 94115. Ms. Davis has at all
16 material times suffered and continues to suffer from substantial habitability defects, reductions in services,
17 safety concerns, health issues, property damage, and significant emotional distress, as described further
18 herein.

19 14. Theresa Dunn lived at the Plaza East Apartments from 2002 until May 2023 pursuant to a written
20 lease agreement. The address of her unit was 639 Earl Gage Jr. Street, San Francisco, CA 94115. Ms. Dunn
21 at all material times substantial habitability defects, rodent infestations, reductions in services, security
22 concerns, personal injury, health issues, property damage, and significant emotional distress, as described
23 further herein.

24 15. Darryl House has lived at the Plaza East Apartments since 2002 pursuant to a written lease
25 agreement. The address of his unit is 611 Earl Gage Jr. Street, San Francisco, CA 94115. Mr. House has at
26 all material times suffered and continues to suffer from substantial habitability defects, rodent infestations,
27 reductions in services, and significant emotional distress, as described further herein.
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1 16. Nana Incoom has lived at the Plaza East Apartments since in or around 2009 pursuant to a lease
2 agreement. The address of his Unit is 665 Larch Way, San Francisco, CA 94115. Mr. Incoom has at all
3 material times suffered and continues to suffer from substantial habitability defects, reduction in services,
4 safety threats, landlord harassment, property damage, and significant emotional distress, as described
5 further herein.

6 17. Jovaan Jones has lived at the Plaza East Apartments since in or around 2001 pursuant to a lease
7 agreement. The address of her Unit is 1270 Buchanan Street, San Francisco, CA 94115. Ms. Jones has at
8 all material times suffered and continues to suffer from substantial habitability defects, reduction in
9 services, safety threats, landlord harassment, property damage, personal injury, and significant emotional
10 distress, as described further herein.

11 18. Gashiya Kesselly has lived at the Plaza East Apartments since 2007 pursuant to a written lease
12 agreement. The address of her unit is 659 Larch Way San Francisco, CA 94115. Ms. Kesselly has at all
13 material times suffered and continues to suffer from substantial habitability defects, rodent infestations,
14 reductions in services, grave bodily injury, property damage, and significant emotional distress, as
15 described further herein.

16 19. Demorio Lee has lived at the Plaza East Apartments since in or around 2000 pursuant to a lease
17 agreement. The address of his Unit is 641 Larch Way, San Francisco, CA 94115. Mr. Lee has at all material
18 times suffered and continues to suffer from substantial habitability defects, reduction in services, safety
19 threats, landlord harassment, property damage, personal injury, and significant emotional distress, as
20 described further herein.

21 20. Mazie Lewis has lived at the Plaza East Apartments since in or around 2004 pursuant to a lease
22 agreement. The address of her Unit is 641 Earl Gage, Jr. Street, San Francisco, CA 94115. Ms. Lewis has
23 at all material times suffered and continues to suffer from substantial habitability defects, reduction in
24 services, safety threats, landlord harassment, property damage, personal injury, and significant emotional
25 distress, as described further herein.

26 21. LaFaye Maxey has lived at the Plaza East Apartments since 2005 pursuant to a written lease
27 agreement. The address of her current unit is 1135 Laguna Street, San Francisco, CA 94115. She previously
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1 lived at 600 Larch Way from 2005-2011. Ms. Maxey has at all material times suffered and continues to
2 suffer from substantial habitability defects, reductions in services, security concerns, health issues, landlord
3 harassment, property damage, and significant emotional distress, as described further herein.

4 22. Mary McKneely has lived at the Plaza East Apartments since 2002 pursuant to a written lease
5 agreement. The address of her unit is 1170 Turk St San Francisco, CA 94115. Ms. McKneely has at all
6 material times suffered and continues to suffer from substantial habitability defects, rodent infestations,
7 reductions in services, grave bodily injury including a gunshot wound, property damage, and significant
8 emotional distress, as described further herein.

9 23. Rockesha Norris has lived at the Plaza East Apartments since 2015 pursuant to a written lease
10 agreement. The address of her current unit is 605 Willow Street, San Francisco, CA 94115, where she has
11 lived since 2023. Her previous unit was 1265 Eddy Street, San Francisco, CA 94115 where she lived from
12 2015 – 2023. Ms. Norris has at all material times suffered and continues to suffer from substantial
13 habitability defects, reductions in services, security concerns, health issues, landlord harassment, property
14 damage and significant emotional distress, as described further herein.

15 24. Silvio Ocampo has lived at the Plaza East Apartments since 2002 pursuant to a written lease
16 agreement. The address of his unit is 651 Larch Way, San Francisco, CA 94115. Mr. Ocampo has at all
17 material times suffered and continues to suffer from substantial habitability defects, rodent infestations,
18 reductions in services, health issues, property damage, and significant emotional distress, as described
19 further herein.

20 25. Deana Pearson has lived at the Plaza East Apartments since in or around 2021 pursuant to a lease
21 agreement. The address of her Unit is 1276 Eddy Street, San Francisco, CA 94115. Ms. Pearson has at all
22 material times suffered and continues to suffer from substantial habitability defects, reduction in services,
23 safety threats, landlord harassment, property damage, personal injury, and significant emotional distress,
24 as described further herein.

25 26. Ebony Penny has lived at the Plaza East Apartments since 2007 pursuant to a written lease
26 agreement. The address of her current unit is 1225 Eddy Street San Francisco, CA 94115 where she has
27 lived since 2020. Her previous unit was 1246 Buchanan Street, San Francisco, CA 94115 where she lived
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1 from 2007 - 2020. Ms. Penny has at all material times suffered and continues to suffer from substantial
2 habitability defects, reductions in services, security concerns, serious health issues, landlord harassment,
3 property damage and significant emotional distress, as described further herein.

4 27. Ester Portillo has lived at the Plaza East Apartment since in or around 2006 pursuant to a written
5 lease agreement. The address of her unit is 615 Larch Way, San Francisco, CA 94115. Ms. Portillo has at
6 all material times suffered and continues to suffer from substantial habitability defects, reductions in
7 services, security concerns, health issues, landlord harassment, property damage, and significant emotional
8 distress, as described further below.

9 28. Cassandra Robertson has lived at the Plaza East Apartment since in or around 2005 pursuant to a
10 written lease agreement. The address of her unit is 1228 Buchanan Street, San Francisco, CA 94115. Ms.
11 Robertson has at all material times suffered and continues to suffer from substantial habitability defects,
12 reductions in services, security concerns, health issues, property damage, and significant emotional
13 distress, as described further below.

14 29. Antone Rushing has lived at the Plaza East Apartments since 2002 pursuant to a written lease
15 agreement. The address of his unit is 1235 Eddy Street, San Francisco, CA 94115. Mr. Rushing has at all
16 material times suffered and continues to suffer from substantial habitability defects, reductions in services,
17 property damage, personal injury and significant emotional distress, as described further herein.

18 30. Elanda Ryles has lived at the Plaza East Apartments since 2002 pursuant to a written lease
19 agreement. The address of her unit is 668 Larch Way, San Francisco, CA 94115. Ms. Ryles has at all
20 material times suffered and continues to suffer from substantial habitability defects, rodent infestations,
21 reductions in services, health issues, property damage, and significant emotional distress, as described
22 further herein.

23 31. Ronnika Singletary has lived at the Plaza East Apartments since 2002 pursuant to a written lease
24 agreement. The address of her unit is 1212 Buchanan Street, San Francisco, CA 94115. Ms. Singletary has
25 at all material times suffered and continues to suffer from substantial habitability defects, rodent
26 infestations, reductions in services, grave bodily injury, security concerns, property damage, and significant
27 emotional distress, as described further herein.

1 32. Tracey Sparks has lived at the Plaza East Apartments since 2015 pursuant to a written lease
2 agreement. The address of her current unit is 655 Larch Way, San Francisco, CA 94115 where she has
3 resided since 2020. From 2015 to 2020 she resided at 1208 Buchanan Street, San Francisco, CA 94115.
4 She is currently waiting for a disability unit. Ms. Sparks has at all material times suffered and continues to
5 suffer from substantial habitability defects, rodent infestations, security concerns, personal injury,
6 reduction in services, property damage, and significant emotional distress, as described further herein.

7 33. Mentewab Tekea has lived at the Plaza East Apartments since in or around 2005 pursuant to a lease
8 agreement. The address of her Unit is 635 Larch Way, San Francisco, CA 94115. Ms. Tekea has at all
9 material times suffered and continues to suffer from substantial habitability defects, reduction in services,
10 safety threats, landlord harassment, property damage, personal injury, and significant emotional distress,
11 as described further herein

12 34. L'Tanya Thompson has lived at the Plaza East Apartments since 1998 pursuant to a written lease
13 agreement. The address of her unit is 1138 Turk St. San Francisco, CA 94115. Ms. Thompson has at all
14 material times suffered and continues to suffer from substantial habitability defects, rodent infestations,
15 reductions in services, health issues, property damage, and significant emotional distress, as described
16 further herein.

17 35. Joycelin Tobias has lived at the Plaza East Apartments since in or around 2009 pursuant to a lease
18 agreement. The address of his Unit is 616 Larch Way, San Francisco, CA 94115. Ms. Tobias has at all
19 material times suffered and continues to suffer from substantial habitability defects, reduction in services,
20 safety threats, landlord harassment, property damage, personal injury, and significant emotional distress,
21 as described further herein.

22 36. LaTarsha Waldron has lived at the Plaza East Apartments since 2015 pursuant to a written lease
23 agreement. The address of her unit is 1200 Buchanan Street, San Francisco, CA 94115 where she has
24 resided since 2002. Ms. Waldron has at all material times suffered and continues to suffer from substantial
25 habitability defects, security concerns, reduction in services, and significant emotional distress, as
26 described further herein.
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28

SUBSTANTIVE ALLEGATIONS

37. Defendants, and each of them, by virtue of leasing to Plaintiffs a residential apartment in San Francisco owned and/or managed by Defendants, were landlords within the definition of the San Francisco Residential Rent Stabilization and Arbitration Ordinance (“Rent Ordinance”).

38. Plaintiffs, by virtue of leasing a residential apartment in a rent-controlled building in San Francisco, were tenants within the definition of the Rent Ordinance.

39. Plaintiffs, by virtue of leasing a residential apartment, qualify independently as a “person who hires a dwelling” (i.e. tenant) as defined by California Civil Code § 1940 and avail themselves of all the rights, remedies and benefits contained therein.

40. Plaintiffs fully complied with their obligations under their lease agreements (except as excused or prevented by the Defendant).

41. Pursuant to the lease agreements with each Plaintiff, Defendants, among other things, expressly and impliedly warranted that the Subject Property and each Unit therein were and would remain habitable and that they would maintain and repair the Subject Property and each unit therein in such a manner as to keep them both habitable and safe to occupy.

42. Upon taking possession of the Units, Plaintiffs relied upon Defendants’ assurances that the Subject Property and each Unit were habitable and built in compliance with the San Francisco Building Code and San Francisco Health Code.

43. Throughout their tenancy, Defendants failed to make the necessary repairs and each Unit became uninhabitable. Defendants failed to provide adequate security to prevent violence, illegal activity, and gatherings of non-residents on the Subject Premises.

44. Upon information and belief, the San Francisco Department of Building Inspection has issued numerous Notices of Violations (“NOVs”) to Defendants for severe habitability issues at the Subject Premises as well as in many Units at the Subject Premises, with many of the NOVs open and unresolved.

45. Throughout Plaintiffs tenancies at the Subject Premises, Defendants have failed to meaningfully respond to Plaintiffs’ complaints regarding substantial habitability defects and safety concerns, including but not limited to the following:

- a) Water intrusion;
- b) Excessive moisture and humidity;
- c) Mold and microbial growth;
- d) Lack of adequate heat;
- e) Faulty plumbing;
- f) Faulty electrical wiring;
- g) Sewage leaks;
- h) Outdated, broken and malfunctioning appliances;
- i) Peeling paint;
- j) Inadequate removal of garbage and refuse;
- k) Rodents and vermin, including bedbugs; and
- l) Inadequate security for known risks leading to hazardous and life-threatening conditions.

46. Plaintiffs made numerous complaints to Defendants about the uninhabitable conditions and dangerous conditions at the Subject Premises as well as inside individual Units. Defendants either ignored the requests or made insufficient repairs to address the issues.

47. Defendants have engaged and continue to engage in a course of conduct intended to oust the Plaintiffs from the Subject Premises. Such conduct includes, but is not limited to, the following:

- a) Refusing to perform effective repairs of the conditions which rendered the Subject Premises as a whole uninhabitable;
- b) Demanding rent while the Units were uninhabitable;
- c) Seeking to force Plaintiffs to vacate the Subject Premises by permitting the premises to fall into and/or remain in a condition that was a threat to the health and safety of Plaintiffs, in an effort to recover the apartments;
- d) Interrupting terminating and failing to provide housing services required by state and local law;
- e) Substantially and directly interfering with Plaintiff's right to quiet enjoyment or a rental housing unit;

- 1 f) Interfering with Plaintiff's right to privacy;
- 2 g) Influencing or attempting to influence Plaintiffs to vacate the Subject Premises through
- 3 fraud, intimidation or coercion; and
- 4 h) Other repeated acts or omissions of such significance as to substantially interfere with or
- 5 disturb the comfort, repose, peace or quiet of any person lawfully entitled to occupancy of
- 6 such dwelling unit and that cause or are likely to cause, or are intended to cause any person
- 7 lawfully entitled to occupancy of a dwelling unit to vacate such dwelling unit or to surrender
- 8 or waive any rights in relation to such occupancy.

9 48. Each Defendant had actual and constructive knowledge of these conditions at the Subject Premises and

10 failed to cure the conditions listed herein.

11

12 **FIRST CAUSE OF ACTION**

13 **(Breach of Contract by all Plaintiffs against All Defendants)**

14 49. Plaintiffs re-allege and incorporate all prior allegations above as though fully set forth herein.

15 50. Defendants failed and continue to fail to perform the terms and conditions of the written Agreements

16 by which they are bound. Defendants breached the Agreement by, among other things, failing to provide

17 habitable and safe living environments; failing to maintain and repair the Subject Premises and the Units;

18 preventing quiet enjoyment by Plaintiffs of the Units; wrongfully demanding and collecting rent

19 notwithstanding uninhabitable conditions; reducing housing services with respect without a corresponding

20 reduction in services; and breaching numerous Agreement provisions.

21 51. Plaintiffs performed all duties, conditions and obligations that were required of them pursuant to the

22 terms of the Agreement. The breaches of the Agreements by Defendants herein alleged are the direct and

23 proximate cause of damages to Plaintiffs as described herein.

24 **SECOND CAUSE OF ACTION**

25 **(Breach of the Implied Warranty of Habitability by all Plaintiffs against all Defendants)**

26 52. Plaintiffs re-allege and incorporate all prior allegations above as though fully set forth herein.

27 53. At all relevant times herein, defective living conditions have existed, and continue to exist, at the

28 respective Subject Premises. These defective conditions include, but are not limited to:

1 a. Failing to provide a habitable dwelling free from defect at the outset of Plaintiffs' tenancies and
2 continuing on;

3 b. Continuously failing to maintain and repair severe habitability violations in the Units which rendered
4 the respective Units substandard and untenable;

5 c. Failing to maintain and repair the respective Subject Premises in habitable conditions,

6 54. The defective conditions stated above constitute violations of state and local housing laws and pose
7 severe health and safety hazards. The defective conditions materially affected Plaintiffs' living conditions
8 and health.

9 55. Defendants had actual and constructive notice of each of the defective conditions described above at
10 all relevant times herein. Despite such notice, Defendants failed to take the steps necessary to repair said
11 conditions at all times relevant herein.

12 56. Plaintiffs did nothing to cause, create or contribute to the existence of the defective conditions stated
13 above.

14 57. By Defendants' breach of the warranty of habitability, Defendants breached a duty imposed on all
15 residential landlords by state and local law. In failing to repair the defective conditions detailed above,
16 Defendants acted unreasonably.

17 58. As a direct and proximate result of Defendants' breach of the statutory warranty of habitability and
18 their failure to repair the defective and dangerous conditions or have them repaired within a reasonable
19 time or at all, Plaintiffs suffered, and continue to suffer, pain, anxiety, annoyance, inconvenience, distress,
20 economic loss, loss of use and property damage, all to their detriment in amounts to be determined at trial.
21

22 **THIRD CAUSE OF ACTION**

23 **(Breach of Statutory Warranty of Habitability by all Plaintiffs against all Defendants)**

24 59. Plaintiffs re-allege and incorporate all prior allegations as though fully set forth herein.

25 60. Defendants have violated statutes, including, among others, Civil Code §1941, *et seq.*, and Health &
26 Safety Code §17920.3 related to the implied warranty of habitability.

27 61. Plaintiffs repeatedly notified the Defendants, both orally and in writing, of problems with the rodents,
28 plumbing, flooring, electrical, doors and windows, heat, sewage, and of water intrusion through the ceiling

1 and walls. The Defendants failed and/or refused to repair these dangerous and defective conditions within
2 a reasonable time, or at all. Accordingly, Plaintiffs are informed and believe, and thereupon allege, that
3 the Defendants had actual and/or constructive notice of each of the defective conditions described above
4 at all relevant times herein. Despite such notice, Defendants failed to take the steps necessary to repair
5 said conditions at all times relevant herein.

6 62. Plaintiffs paid the Defendants rent during the time they occupied the Premises.

7 63. Plaintiffs did nothing to cause, create or contribute to the existence of the defective conditions stated
8 above. Further, the Premises and the Property, as it existed in its defective and dangerous condition, had
9 no rental value whatsoever as a result of its defective and dangerous condition.

10 64. As a direct and proximate result of Defendants' breach of the statutory warranty of habitability and
11 their failure to repair the defective and dangerous conditions or have them repaired within a reasonable
12 time or at all, Plaintiffs suffered, and continue to suffer, pain, anxiety, annoyance, inconvenience, distress,
13 economic loss, loss of use and property damage, all to their detriment in amounts to be determined at trial.

14
15 **FOURTH CAUSE OF ACTION**

16 **(Breach of Covenant of Quiet Enjoyment by all Plaintiffs against all Defendants)**

17 65. Plaintiff re-alleges and incorporate all prior allegations above as though fully set forth herein.

18 66. By the acts and omissions described above, Defendants interfered with, interrupted, and deprived
19 Plaintiffs of the full and beneficial use of the Subject Premises their Units and disturbed Plaintiffs' peaceful
20 possession of their respective Units.

21 67. These acts of interference, interruption, deprivation, and disturbance by Defendants amounts to a
22 breach of the covenant of quiet enjoyment implied in all rental agreements and codified in California Civil
23 Code § 1927.

24 68. As a direct and proximate result thereof, Plaintiffs have suffered, and continues to suffer, damages all
25 to their detriment in amounts to be determined at trial.

26 **FIFTH CAUSE OF ACTION**

27 **(Negligence by all Plaintiffs against all Defendants)**

28 69. Plaintiffs re-allege and incorporate all prior allegations above as though fully set forth herein.

1 70. By reason of the landlord-tenant relationship between Defendants and Plaintiffs, Defendants and their
2 agents, owed Plaintiffs a duty to exercise reasonable care in the ownership, management, inspection, and
3 control of the Subject Premises and the Units, which included a statutory duty to comply with all applicable
4 laws governing Plaintiffs' rights as tenants and all duties listed below. Defendants also owed a duty to
5 exercise reasonable care in maintaining the Subject Premises and Units free of defects and/or hazards and
6 in inspecting the respective Subject Premises for same, so as to preclude any person, including Plaintiffs
7 from unreasonable risk of harm. Defendants also owed a duty to warn Plaintiffs of any potential and non-
8 obvious hazards.

9 71. The duty to exercise reasonable care owed by Defendants, and each of them, to Plaintiffs also included,
10 but was not limited to the following duties: the duty to provide Plaintiffs with legal, tenantable housing, fit
11 for human occupancy; the duty to refrain from interfering with Plaintiffs' full use and quiet enjoyment of
12 the rented residence; and the duty to comply with all applicable state and local laws governing Plaintiffs'
13 rights as tenants.

14 72. Defendants, by the acts and omissions alleged herein, were negligent and careless and thereby breached
15 said duties. Defendants also breached their duties to Plaintiffs by failing to inspect the respective Subject
16 Premises and Units, to repair the respective Subject Premises and Units properly, and to maintain the
17 respective Subject Premises and Units free of defects.

18 73. As a direct and proximate result of these breaches of duty by Defendants, Plaintiffs suffered actual and
19 special damages as herein alleged.

20
21 **SIXTH CAUSE OF ACTION**
22 **(Negligent Violation of Statutory Duty by all Plaintiffs against all Defendants)**

23 74. Plaintiffs re-allege and incorporate all prior allegations as though fully set forth herein.

24 75. Defendants violated their duty of due care to Plaintiffs and violated their statutory duties to Plaintiffs
25 by violating certain housing, building and fire codes, local ordinances and state statutes, including but not
26 limited to: Civil Code § 1941.1 (a) (1), (2), (3) (7), and Health & Safety Code § 17920.3, *et seq.*

27 76. At all times relevant, Plaintiffs belonged to the class of persons for which these statutes were designed
28 to offer protection. The harm that has befallen Plaintiffs is of the type these statutes were designed to

1 prevent.

2 77. As a proximate result of Defendants' negligent violation of statutory duty, as set forth above, Plaintiffs
3 has suffered actual, special and general damages as set forth herein.
4

5 **SEVENTH CAUSE OF ACTION**
6 **(Intentional Infliction of Emotional Distress by all Plaintiffs against all Defendants)**

7 78. Plaintiffs re-allege and incorporate all prior allegations as though fully set forth herein.

8 79. The acts of Defendants, as heretofore alleged, were extreme and outrageous and done with conscious
9 disregard for the rights of Plaintiffs. Plaintiffs suffered extreme emotional distress as a result of Defendants'
10 harassment and knowing, intentional and willful failure to correct the defective conditions of the Premises.
11 Defendants made promises to Plaintiffs that they would perform repairs and, after ignoring Plaintiffs for
12 years, refused to adequately repair the defects. Defendants knew that Plaintiffs was susceptible to additional
13 discomfort as a result of the conduct described, knew that the conduct adversely affected them, had the
14 wherewithal to avoid the conduct, yet consciously failed and refused to do so.

15 **EIGHTH CAUSE OF ACTION**
16 **(Decrease in Services– Violation of San Francisco Administrative Code § 37.9, et seq. by all
17 Plaintiffs against all Defendants)**

18 80. Plaintiffs re-allege and incorporate all prior allegations above as though fully set forth herein.

19 81. Defendants acted in bad faith, with ulterior reason, and without honest intent, and in a manner not
20 permitted by the San Francisco Administrative Code § 37, *et seq.* ("Rent Ordinance") and thereby violated
21 the provisions of the Rent Ordinance § 37.9, *et seq.* Defendants decreased Plaintiffs' services without a
22 corresponding rental reduction, should one have been possible.

23 82. Section 37.9(f) of the Rent Ordinance provides for an award of not less than three times the actual
24 damages when a landlord or any other person willfully decreases services in violation of Chapter 37.9 *et*
25 *seq.*, and Plaintiffs are entitled to three times actual damages.

26 83. Defendants acted in knowing violation of or reckless disregard for Plaintiffs' rights under the Rent
27 Ordinance, and Plaintiffs are thereby entitled to three times damages for economic injuries emotional
28 distress.

1 84. Section 37.9(f) of the Rent Ordinance provides for the award of reasonable attorney's fees to the
2 prevailing party in any action brought under this section.

3 85. As a direct and proximate result of Defendants' repeated violation of the San Francisco Rent Ordinance,
4 Plaintiffs have suffered damages as is set forth herein including, but not limited to, decrease in services
5 during their tenancy.

6
7 **NINTH CAUSE OF ACTION**
8 **(Harassment - Violation of San Francisco Administrative Code § 37.10B**
9 **by all Plaintiffs against all Defendants)**

10 86. Plaintiffs re-allege and incorporate all prior allegations above as though fully set forth herein.

11 87. The acts described above constitute unlawful harassment under the Rent Ordinance as they were done
12 in bad faith or with ulterior motive or without honest intent. Defendants' failures to maintain the Subject
13 Premises and the individual Units in a habitable condition, and also their failures to repair, and failures to
14 exercise due diligence when they did undertake repairs, as described above, violate Rent Ordinance §
15 37.10B (a)(1)-(3). Defendants' interference with Plaintiffs' right to quiet use and enjoyment of a rental
16 housing unit violate Rent Ordinance § 37.10B (a) (10); Defendants' interference with Plaintiffs' right to
17 privacy violates Rent Ordinance § 37.10B (a) (13); and other repeated acts or omissions of such
18 significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of any person
19 lawfully entitled to occupancy of such dwelling unit and that cause, are likely to cause, or are intended to
20 cause any person lawfully entitled to occupancy of a dwelling unit to vacate such dwelling unit or to
21 surrender or waive any rights in relation to such violate Rent Ordinance § 37.10B (a) (15).

22 88. As a direct, proximate, and foreseeable result of Defendants' illegal actions, Plaintiffs have suffered
23 general and special damages in an amount to be determined at trial, but in no event less than the
24 jurisdictional limits of this Court, and trebled pursuant to San Francisco Administrative Code §
25 37.10B(c)(5). Defendants' repeated harassment of Plaintiffs, as detailed herein, was so outrageous that
26 Defendants acted in knowing violation or reckless disregard of San Francisco Administrative Code §
27 37.10B and therefore Plaintiffs are entitled to trebled damages for mental and emotional distress.

28 89. Pursuant to Rent Ordinance § 37.10B(c)(5), Plaintiffs are entitled to injunctive relief and to recover
reasonable attorney fees incurred in the prosecution of this action.

TENTH CAUSE OF ACTION

(Collection of Rent for Untenantable Dwelling, Civil Code §§ 1941 and 1942.4 by all Plaintiffs against all Defendants)

90. Plaintiffs re-allege and incorporate all prior allegations above as though fully set forth herein.

91. At all times relevant herein, the respective Units substantially lacked the affirmative standard characteristics listed in § 1941.1 of the Civil Code.

92. The conditions described above were not caused by an act or omission of Plaintiffs in violation of Civil Code §§ 1929 or 1941.2.

93. The DBI of San Francisco has issued numerous NOV's for the property, some of which are still outstanding and unresolved.

94. Defendants continued to demand and collect rent despite the existence of the conditions described above, thereby violating Civil Code § 1942.4. As a direct and proximate result thereof, Plaintiffs have suffered and continue to suffer actual and statutory damages, all to their detriment in an amount to be determined at trial.

WHEREFORE, Plaintiffs pray for judgment as follows:

1. For general damages according to proof;
2. For special damages according to proof;
3. For treble damages allowed by law;
4. For recovery of rent paid during the periods of open Notices of Violation;
5. For attorney's fees allowed by law;
6. For the costs of suit;
7. For statutory damages;
8. For pre-judgment interest; and
9. For such other and further relief as the Court deems just and proper.

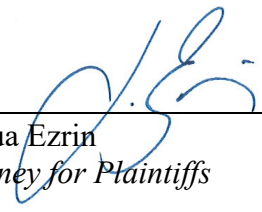
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2 **JURY TRIAL DEMAND**

3 **WHEREFORE**, Plaintiffs hereby demand trial by jury for all causes of action, claims or issues triable as
4 a matter of right to a jury.

5 Dated: October 17, 2023

EZRIN LAW

6
7 By: 

8 Joshua Ezrin
9 *Attorney for Plaintiffs*
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